

REMARKS

Reconsideration of the instant application is respectfully requested. The present amendment is responsive to the Office Action of June 6, 2008, in which claims 1-7, 9-22 and 24-30 are presently pending. Of those, claims 1-7, 9-22 and 24-30 have now each been rejected under 35 U.S.C. §102(e) as being anticipated by U.S. Patent 6,754,884 to Lucas, et al. For the following reasons, however, it is respectfully submitted that the application is now in condition for allowance.

As an initial matter, system claims 16-30 are now cancelled, leaving method claims 1-7 and 9-15 remaining for consideration. In so doing, the Applicants do not concede unpatentability of the same, and respectfully reserve the right to pursue the subject matter of the same in one or more continuing applications.

With regard to the art of record, claim 1 has been amended to incorporate the language of claim 2 (now cancelled) therein, specifying the OSDML is an XML language. The Applicants have carefully reviewed the teachings of the newly applied Lucas reference and respectfully traverse the remaining outstanding §102 rejections for at least the following reasons:

1. Lucas fails to teach or disclose Open Grid Services Architecture (OSGA) or grid computing in general, and therefore does not teach mapping grid service data.
2. The claimed “native resource representation” of OSGA service data is not the same as “native language objects” of XML data structures as discussed in Lucas.
3. Lucas fails to teach or disclose that the data mapping language itself is an XML language.

“A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.” *Verdegaal*

Bros. v. Union Oil Co. of California, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). “The identical invention must be shown in as complete detail as is contained in the ... claim.” *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). The elements must be arranged as required by the claim, but this is not an *ipsissimis verbis* test, i.e., identity of terminology is not required. *In re Bond*, 910 F.2d 831, 15 USPQ2d 1566 (Fed. Cir. 1990).

A review of the Lucas reference reveals that it is directed toward manipulating XML data structures in a native programming language environment, which is applicable to mapping XML objects into and out of software applications and web services written in modern programming languages. (Lucas, col. 1, lines 8-11 and 37-39; col. 2, lines 46-51) In the rejection of claim, the Examiner identifies column 2, lines 39-51 of Lucas as teaching the entirety of claim 1. However, Lucas is actually silent as to any of the features of the OSGA, and thus does not teach that any “XML objects” to be mapped out of software applications and web services written in modern programming languages could be “service data,” whether OSGA service data or otherwise. Moreover, since Lucas does not provide any teaching concerning the OSGA and service data, the native resource representation of a service’s service data as claimed is not the same as a native language object of an XML object as discussed in Lucas. Accordingly, Lucas does not anticipate any of the presently pending claims.

Notwithstanding the above, the Applicants further submit that regardless of the particular objects/data being mapped into a native resource representation thereof, Lucas also fails to teach that the mapping language itself is an XML language, as also specified in amended claim 1.

More specifically, Lucas uses “mapping services” 100 (Figure 1, column, 2, lines 52-65) that includes an interpreter/compiler 104 that further contains a parser 105. In operation, programming statements 102 (including various language extensions) that are input to the mapping services 100 are parsed by the parser 105, compiled by the

interpreter 104 into executable code, and provided to an execution engine 106. Figure 2 and column 3, lines 14-44 then go on to elaborate on how the parser operates, but does not teach any use of an XML mapping language as claimed. Instead, the interpreter reads a first command of a statement being compiled, and subsequently located the “next” command of the statement being compiled, then identifies the command being read (e.g., from a language dictionary). This is done by any one of a number of parsing techniques known in the art. Thus, instead of using an XML mapping language, the “mapping” in Lucas is implemented through an interpreter/compiler that parses XML objects (which may have language mapping extensions associated therewith). Lucas in fact suggests that programming languages do not provide sufficient functionality when it comes to interoperability and translation between XML documents and programming language objects (column 3, lines 45-48), thus teaching away from the claimed XML mapping language.

Accordingly, it is respectfully submitted that each of the outstanding §102 rejections of the remaining claims have now been overcome, and it is respectfully requested that the same be withdrawn.

For the above stated reasons, it is respectfully submitted that the present application is now in condition for allowance. No new matter has been entered and no additional fees are believed to be required. However, if any fees are due with respect to this Amendment, please charge them to Deposit Account No. 09-0463 maintained by Applicants' attorneys.

Respectfully submitted,
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